

# JEMEZ MOUNTAIN SCHOOL DISTRICT #53

## Purchase Order Pay History and Encumbrance

Fiscal Year: 2013-2014

Vendor: CUDDY & MCCARTHY, LLP  
Order Type: All  
DAC: All  
Ship To: All

Project: All  
PO Status: All  
Requester: All

P.O. No.	Name Of Vendor	P.O. Date	Req. Number	Original Amount	Requester	Project	Award #	Order Type
2014055	CUDDY & MCCARTHY, LLP	07/17/13	2014060	54,000.00	MANUEL MEDRANO	UNDEFINED		Purchase Order

Item #	Account Number	Qty	Description	Amount	Amount Paid	Encumbrance
166	11000.2300.53413.0000.056000.0000	1	LEGAL SERVICES FOR 13/14	50,000.00		
855	11000.2300.53413.0000.056000.0000	1	LEGAL SERVICES TO DRAFT POLICIES	4,000.00		
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254M -	Voucher: 1002	Check: 10903	07/17/13 \$2,016.68
166	11000.2300.53413.0000.056000.0000	1	Invoice: 7/5/13	Voucher: 1002	Check: 10903	07/17/13 \$44.36
166	11000.2300.53413.0000.056000.0000	1	Invoice: 25M MAR2014	Voucher: 1055	Check: 11719	03/17/14 \$114.35
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254-000218M MARCH	Voucher: 1055	Check: 11719	03/17/14 \$332.68
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254M 59	Voucher: 1086	Check: 12024	06/12/14 \$1,010.91
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254-003918M	Voucher: 1086	Check: 12024	06/12/14 \$44.36
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254M 8/6/13	Voucher: 1007	Check: 10955	08/16/13 \$975.85
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254M11/6/13	Voucher: 1027	Check: 11290	11/14/13 \$155.25
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254-000218M-	Voucher: 1050	Check: 11631	02/18/14 \$221.78
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254003318	Voucher: 1015	Check: 11091	09/19/13 \$2,529.10
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254-000218	Voucher: 1015	Check: 11091	09/19/13 \$110.89
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254M DEC 2013	Voucher: 1035	Check: 11394	12/12/13 \$3,170.66
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254M 1/7/14	Voucher: 1043	Check: 11505	01/16/14 \$2,505.30
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254M 1/9/14	Voucher: 1043	Check: 11505	01/16/14 \$152.00
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254-004018	Voucher: 1072	Check: 11935	05/15/14 \$185.00
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254-000218-	Voucher: 1072	Check: 11935	05/15/14 \$332.67
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254-004018M	Voucher: 1061	Check: 11802	04/09/14 \$1,591.38
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254M 10/13	Voucher: 1020	Check: 11176	10/17/13 \$3,005.77
166	11000.2300.53413.0000.056000.0000	1	Invoice: 254M--	Voucher: 1020	Check: 11176	10/17/13 \$358.54
855	11000.2300.53413.0000.056000.0000	1	Invoice: 254-000218M 11-13	Voucher: 1029	Check: 11325	11/21/13 \$326.88
855	11000.2300.53413.0000.056000.0000	1	Invoice: 254-000218M	Voucher: 1035	Check: 11394	12/12/13 \$177.43

<b>PO Totals:</b>	<b>\$54,000.00</b>	<b>\$19,361.84</b>	<b>\$0.00</b>
<b>Grand Totals:</b>	<b>\$54,000.00</b>	<b>\$19,361.84</b>	<b>\$0.00</b>

End of Report

Jemez Mountain School District #53  
P.O. BOX 230  
GALLINA, NM 87017 0230

Jemez Mountain School  
District No. 53  
Gallina, NM 87017

Payable through  
WELLS FARGO BANK, N.A.

WARRANT # 010903

11-24/1210

VOID AFTER 1 YEAR FROM DATE

1002

DATE
07/17/2013
CHECK AMOUNT
\$2,061.04

PAY \*\*\*Two Thousand Sixty One and 04/100\*\*\* Dollars

TO CUDDY & MCCARTHY, LLP  
THE 1701 OLD PECOS TRAIL  
ORDER PO BOX 4160  
OF SANTA FE, NM 87502

*Handwritten signature*

⑈010903⑈ ⑆121000248⑆ 4123108227⑈

Jemez Mountain School District No. 53  
Account Payable

WARRANT # 010903

Jemez Mountain School District #53

GALLINA, NM 87017 0230

12654	CUDDY & MCCARTHY, LLP	1002	07/17/2013	0	10903
Vendor	Vendor Name	Voucher	Date	Account Number	Check Number

PO Number	Invoice	Amount
2014055	254M -	2,016.68
2014055	7/5/13	44.36

*Handwritten signature*

TOTAL:

\$2,061.04

**Purchase Order****Jemez Mountain School District #56****No. 2014055**

P.O. BOX 230

GALLINA NM 87002

NET 30 DAYS

Send 2 Copies of Invoices

P.O.# MUST BE ON ALL DOCUMENTS

Mail Invoices to above address

P.O. IS VOID AFTER 30 DAYS

TAX EXEMPT #01-709702-009

P.O. Date: 07/17/2013

Questions ? Manuel Medrano (575) 638-5419

Ext:

Account: 0

P.O. Issued To :

Ship To:

CUDDY & MCCARTHY, LLP  
1701 OLD PECOS TRAIL  
PO BOX 4160  
SANTA FE NM 87502

JEMEZ MOUNTAIN SCHOOLS

Attn: MANUEL MEDRANO

P.O. BOX 230

HWY. 96

GALLINA NM 87017

(575) 638-5491

Req# 2014060

Contact:

Location: BUSINESS OFFICE

Phone: (505) 988-4476

Fax: (505) 954-7373

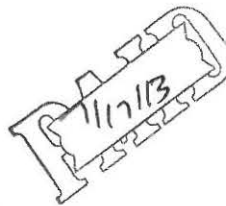
Project: UNDEFINED

Reference:

Date Required: 08/01/2013

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	1			LEGAL SERVICES FOR 13/14	11000.2300.53413.0000.056000.0000 LEGAL	50,000.00	50,000.00	0.00	0.00



APPROVAL SIGNATURES:

*[Handwritten Signature]*  
*[Handwritten Signature]*

*\$2,061.04*

Sub-Total:	50,000.00
Freight:	0.00
Tax:	0.00
Total Amount:	50,000.00

NOTES:

TAX EXEMPT #01-709702-009

Order Via:

Fax

**FILE COPY**

Wednesday, July 17, 2013

Page

1 of 1

# REQUISITION FORM

2013-2014

Requisition Tracking No.

Typed Requisitions Only!!

Site Sect'y Initial

DATE PREPARED BY REQUESTOR: 7/17/2013

FUND NAME:

FUND CODE: 11000

FUNCTION CODE (check one):

- ☐ 1000 - INSTRUCTION  
☐ 2100 - SUPPORT SERVICES STUDENTS  
 List optional Code: \_\_\_\_\_  
☐ 2200 - SUPPORT SERVICES INSTRUCTION  
 List optional Code: \_\_\_\_\_  
☒ 2300 - SUPPORT SERVICES General Administration  
 List optional Code: \_\_\_\_\_  
☐ 2400 - SUPPORT SCHOOL ADMINISTRATION  
 List optional Code: \_\_\_\_\_  
☐ 2500 - CENTRAL SERVICES (Use Optional Code)  
 List optional Code: \_\_\_\_\_  
☐ 2600 - OPERATION AND MAINTENANCE OF PLANT  
 List optional Code: \_\_\_\_\_  
☐ 2700 - STUDENT TRANSPORTATION  
 List optional Code: \_\_\_\_\_  
☐ 3100 - FOOD SERVICE OR COMMUNITY OPERATIONS  
 List optional Code: \_\_\_\_\_  
☐ 4000 - CAPITAL OUTLAY (Use Optional Code) \_\_\_\_\_

PROGRAM CODE (Check One):

- ☐ 1010 - Regular Education ☐ 4010 - Bilingual Programs  
☐ 1020 - Elementary Fine Arts ☐ 4020 - Alternative and At-Risk Programs  
☐ 2000 - Special Programs ☐ 9000 - Co-Curricular and Extra-Curricular Activities  
☐ 3000 - Vocational and Technical Programs ☒ 0000 - No Program Code

SCHOOL OR DEPARTMENT:

Central Office

REQUESTED BY:

Manuel Medrano

NAME OF VENDOR:

CUDDY & MCCARTHY, LLP

VENDOR CONTACT:

VENDOR PHONE NUMBER:

VENDOR FAX NUMBER:

ENTER VENDOR ADDRESS

SECTION 3 (Business Office Use)

OBJECT CODE

LOCATION CODE

53413

SECTION 5

EXTRA CURRICULAR

CLASS:

ACTIVITY:

ATTACH ADDITIONAL INFORMATION OR WRITTEN ESTIMATES, AS NECESSARY

Quantity	Order Number	Description of Item (Be Specific in Name, Model No, etc)	Unit Price	Total Price
1		LEGAL SERVICES FOR SY 2013-14	\$50,000.00	\$50,000.00
NOTE: Shipping & Handling <u>or</u> NO Shipping Charges (Required!!)				

PAGE SUBTOTAL

SHIP TO INFORMATION -->

TOTAL ORDER

\$50,000.00

EXPLANATION OF PURCHASE (Explain in detail the program associated with this expenditure and its purpose):

Requestor Signature \_\_\_\_\_ DATE \_\_\_\_\_

Business Manager Jodie Mast 7/17/13 DATE

Principal/Supervisor \_\_\_\_\_ DATE \_\_\_\_\_

Superintendent [Signature] 7/17/13 DATE

**CUDDY  
&  
McCARTHY**  
*A Limited Liability Partnership*

JOHN F. MCCARTHY, JR.  
JOHN F. KENNEDY  
M. KAREN KILGORE  
SANDRA J. BRINCK  
PATRICIA SALAZAR IVES  
AARON J. WOLF  
REBECCA DEMPSEY  
JACQUELYN ARCHULETA-STAEHLIN  
JULIE A. WITTENBERGER  
CHERYL D. FAIRBANKS  
RAMON VIGIL, JR.  
ANDREW M. SANCHEZ  
PATRICK T. ORTIZ  
CHARLES V. GARCIA  
ARTURO L. JARAMILLO  
JAMES RUBIN

EVELYN A. PEYTON  
YOUNG-JUN (JUN) ROH  
IAN DOUGLAS  
SHANA S BAKER  
TIMOTHY W. FOSTER  
NANCY NIETO

**REPLY TO SANTA FE OFFICE**

July 22, 2013

Ms. Isabel Morfin  
Accounts Payable  
P.O. Box 230  
Gallina, NM 87017

**RE: Professional Legal Services Contract 2013-2014**

Ms. Morfin:

Enclosed is the signed Legal Contract for the recent bid to provide Legal Services for school year 2013-2014. Please send back a copy of the contract as soon as all the others have signed the contract. Thank you.

Sincerely  
  
Angela Clayton, Legal Assistant

Enclosures: as stated

## APPENDIX B

### Contract Terms and Conditions

#### JEMEZ MOUNTAIN PUBLIC SCHOOLS PROFESSIONAL SERVICES CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into by and between the Jemez Mountain Public School District # 53, herein after referred to as the "District", and Cuddy & McCarthy herein after referred to as the "Contractor".

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

##### 1. Definitions

1. "Project Manager" means the individual assigned by the Procuring Agency to manage the project and administer this Agreement. The Project Manager shall be the Superintendent of Schools.

##### 2. Scope of Work

Provide Legal Services for pending and new litigation and/or possible legal matters for the Jemez Mountain Public Schools.

#### Duties and Responsibilities:

Any litigation shall be performed at the direction of and in conjunction with the District. The District shall have ultimate approval authority with regard to litigation strategy and all pleadings shall be submitted to the Project Manager within a reasonable time prior to filing.

#### Additional Information:

The following listed contractor-supplied personnel shall perform services under this agreement:

(insert the names of contractor personnel and consultant classification from the contractor's proposal)

##### 3. Costs and Compensation

Compensation to the Contractor will be awarded at the discretion of the Project Manager.

The District shall pay the Contractor the following costs, if prior approval is obtained from the District: expert witness fees, and charges of court reporters for preparing and copying deposition transcripts.

4. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE LOCAL BOARD OF EDUCATION. This Agreement shall begin on date approved by the Local Board of Education and end on June 30, 2013. This Agreement including all extensions and renewals shall not exceed four calendar years in duration.

5. Termination

This Agreement may be terminated without cause by the District upon written notice delivered to the Contractor at least sixty days prior to the intended date of termination.

This Agreement may be terminated with cause by the Contractor by providing written notice consistent with the obligations set forth below in this paragraph.

In the event of a termination by either party, the Contractor shall continue with its obligation under this Agreement until such time as the District finalizes an agreement with another contractor or otherwise procures legal representation acceptable to the District. In such event, the Contractor shall, at its own expense, adequately inform, educate and train the new legal representative as to the history and current status of the litigation, including but not limited to providing a detailed briefing and a detailed memorandum concerning all pending matters relating to the litigation. In addition, the Contractor shall, at its own expense, as expediently as practicable, provide a copy of all files and working materials related to litigation to the District or its designee. The Contractor shall, at its own expense and in cooperation with the District, obtain approval from the appropriate court(s) for a substitution of counsel. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Compensation for work performed prior to the termination shall be awarded at the conclusion of litigation at the discretion of the Local Board of Education.

6. Status of Contractor.

The Contractor, and his agents and employees, are independent contractors performing professional services for the Procuring Agency and are not employees of the Jemez Mountain Public Schools. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Jemez Mountain Public Schools.



7. Assignment

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the Jemez Mountain Public Schools and the Local Board of Education.

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Jemez Mountain Public Schools.

9. Records of Audit

During the term of this agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered. These records shall be subject to inspection by the Jemez Mountain Public Schools, New Mexico State Department of Education, the State Auditor and appropriate federal authorities.

10. Confidentiality

The Contractor shall be bound by the confidentiality requirements of NMSA 1978, 7-1-8. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Jemez Mountain Public Schools.

11. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Jemez Mountain School District and shall be delivered to the Jemez Mountain School District no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at conclusion of the Agreements.

12. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.



13. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Approval of Contractor Personnel

Once work has started, no changes of personnel will be made by the Contractor without the prior written consent of the Project Manager. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

The Jemez Mountain School District shall retain the right to request and obtain the removal of any of the Contractor's personnel at any time.

15. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulation, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Indemnification

The Contractor shall hold the Jemez Mountain School district and its employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors.

19. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

20. Incorporation by Reference and Precedence

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and the Jemez Mountain Public School's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence; (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Request for Proposals, including attachments thereto and written responses to questions and written clarifications and (4) the Contractor's response to the Request for Proposals.

21. The Contractor will provide periodic status reports to the Project Manager. Status reports will include, at a minimum, discussion of project progress, problems encountered and recommended solutions, identification of policy or management questions, and requested project plan adjustments.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the Local Board of Education, below.

JEMEZ MOUNTAIN PUBLIC SCHOOL  
DISTRICT #53

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Cuddy: M'Carthy, CEP  
Jacqueline Schultz Stahl  
(Contractor)

BY: \_\_\_\_\_

TITLE: Partner

This Agreement has been approved by:

LOCAL BOARD OF EDUCATION:

BY: Randy Cordova  
Randy Cordova, President

BY: Emily Vigil  
Emily Vigil, Secretary

DATE: 9-17-13

DATE: 9/17/13

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

TAXATION AND REVENUE DEPARTMENT

ID NO.: (insert contractor CRS number)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Cuddy & McCarthy LLP  
Post Office Box 4160  
Santa Fe, New Mexico 87502-4160  
(505) 988-4476 Fax (505) 954-7373  
Federal ID #85-0293653

Jemez Mountain Public Schools  
Post Office Box 230  
Gallina NM 87017  
\*\*\*\*CONFIDENTIAL\*\*\*\*

Page: 1  
07/05/2013  
CLIENT NO: 254M

ATTN: M. Medrano, Supt.

SUMMARY COVER SHEET FOR THE FOLLOWING STATEMENTS:

PREVIOUS BALANCE	FEES	EXPENSES	ADVANCES	PAYMENTS	BALANCE
254-000218 Re: General 1,639.65	377.03	0.00	0.00	0.00	<u>\$2,016.68</u> ✓



PLEASE MAKE CHECKS PAYABLE TO CUDDY & MCCARTHY.

Jemez Mountain Public Schools  
Post Office Box 230  
Gallina NM 87017  
\*\*\*\*CONFIDENTIAL\*\*\*\*

Page: 1  
07/05/2013  
CLIENT NO: 254-000218M  
STATEMENT NO: 48

ATTN: M. Medrano, Supt.

Re: General

		HOURS	
06/05/2013			
AW	Email Manuel regarding drafting lease.	0.20	41.00
06/12/2013			
AW	Emails Manuel regarding Lybrook lease, conference Gina regarding obtaining appropriate template for lease.	0.50	102.50
06/14/2013			
AW	Work on lease agreement, email Manuel regarding questions, revise lease.	1.00	205.00
	FEES	1.70	348.50

FEES RECAP				
ATTY/P.L.	Title	HOURS	HOURLY RATE	TOTAL
Aaron Wolf	Partner	1.70	\$205.00	\$348.50
	GROSS RECEIPTS TAX ON FEES			28.53
	TOTAL CURRENT WORK			377.03
	PREVIOUS BALANCE			\$1,639.65
	BALANCE DUE			<u>\$2,016.68</u>

PLEASE MAKE CHECKS PAYABLE TO CUDDY & MCCARTHY.

Jemez Mountain Public Schools  
Post Office Box 230  
Gallina NM 87017

CLIENT NO:

Page: 1  
07/05/2013  
254M

ATTN: M. Medrano, Supt.

SUMMARY COVER SHEET FOR THE FOLLOWING STATEMENTS:

PREVIOUS BALANCE	FEES	EXPENSES	ADVANCES	PAYMENTS	BALANCE
254-003318 Re: Kathy Borrego					
510.10	0.00	0.00	0.00	-510.10	\$0.00
254-003418 Re: Rio Grande Sun					
177.43	0.00	0.00	0.00	-177.43	\$0.00
254-003918 Re: Public Ed Dept (Notice of Contemplated Action)					
1,318.01	44.36	0.00	0.00	-1,318.01	\$44.36
<u>2,005.54</u>	<u>44.36</u>	<u>0.00</u>	<u>0.00</u>	<u>-2,005.54</u>	<u>\$44.36</u>

PLEASE MAKE CHECKS PAYABLE TO CUDDY & MCCARTHY.

Jemez Mountain Public Schools  
Post Office Box 230  
Gallina NM 87017

Page: 1  
07/05/2013  
CLIENT NO: 254-003918M  
STATEMENT NO: 6

ATTN: M. Medrano, Supt.

Re: Public Ed Dept (Notice of Contemplated Action)

06/04/2013  
AW

HOURS



	0.20	41.00
FEES	0.20	41.00

FEES RECAP

ATTY/P.L.  
Aaron Wolf

Title  
Partner

HOURS  
0.20

HOURLY RATE  
\$205.00

TOTAL  
\$41.00

GROSS RECEIPTS TAX ON FEES 3.36

TOTAL CURRENT WORK 44.36

PREVIOUS BALANCE \$1,318.01

06/18/2013 Payment on account -1,318.01

BALANCE DUE \$44.36

PLEASE MAKE CHECKS PAYABLE TO CUDDY & MCCARTHY.



Jemez Mountain School District #53  
P.O. BOX 230  
GALLINA, NM 87017 0230

**School Warrant**  
Jemez Mountain School  
District No. 53  
Gallina, NM 87017

Payable Through  
**WELLS FARGO BANK, N.A.**

WARRANT # **010955**

11-24/1210

VOID AFTER 1 YEAR FROM DATE

1007

DATE
<b>08/16/2013</b>
CHECK AMOUNT
<b>\$975.85</b>

PAY \*\*\*Nine Hundred Seventy Five and 85/100\*\*\* Dollars

TO CUDDY & MCCARTHY, LLP  
THE 1701 OLD PECOS TRAIL  
ORDER PO BOX 4160  
OF SANTA FE, NM 87502

*Randy Cordova*  
*Emily Vigil*

⑈010955⑈ ⑆121000248⑆ 4123108227⑈

Jemez Mountain School District No. 53  
Account Payable

WARRANT # **010955**

Jemez Mountain School District #53

GALLINA, NM 87017 0230

12654	CUDDY & MCCARTHY, LLP	1007	08/16/2013	0	10955
Vendor	Vendor Name	Voucher	Date	Account Number	Check Number

PO Number	Invoice	Amount
2014055	254M 8/6/13	975.85



**TOTAL:**

**\$975.85**

**Purchase Order****Jemez Mountain School District #56****No. 2014055**

P.O. BOX 230

GALLINA NM 87002

NET 30 DAYS

Send 2 Copies of Invoices

P.O.# MUST BE ON ALL DOCUMENTS

Mail Invoices to above address

P.O. IS VOID AFTER 30 DAYS

TAX EXEMPT #01-709702-009

P.O. Date: 07/17/2013

Questions ? Manuel Medrano (575) 638-5419

Ext:

Account: 0

P.O. Issued To :

Ship To:

CUDDY & MCCARTHY, LLP  
1701 OLD PECOS TRAIL  
PO BOX 4160  
SANTA FE NM 87502

JEMEZ MOUNTAIN SCHOOLS  
Attn: MANUEL MEDRANO  
P.O. BOX 230  
HWY. 96  
GALLINA NM 87017  
(575) 638-5491

Contact:

Location: BUSINESS OFFICE

Phone: (505) 988-4476

Fax: (505) 954-7373

Project: UNDEFINED

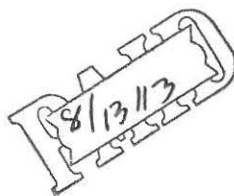
Req# 2014060

Reference:

Date Required: 08/01/2013

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	1			LEGAL SERVICES FOR 13/14	11000.2300.53413.0000.056000.0000 LEGAL	50,000.00	50,000.00	0.00	0.00



APPROVAL SIGNATURES:

*Randy Cordova*  
*Emily Vigil*

Sub-Total: 50,000.00

Freight: 0.00

Tax: 0.00

Total Amount: 50,000.00

TAX EXEMPT #01-709702-009

NOTES:

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Page

1 of 1

Monday, August 12, 2013

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AUG 07 2013

OFFICE OF SUPERINTENDENT  
JEMEZ MOUNTAIN SCHOOLS

Cuddy & McCarthy LLP  
Post Office Box 4160  
Santa Fe, New Mexico 87502-4160  
(505) 988-4476 Fax (505) 954-7373  
Federal ID #85-0293653

Jemez Mountain Public Schools  
Post Office Box 230  
Gallina NM 87017

Page: 1  
08/06/2013  
CLIENT NO: 254M

ATTN: M. Medrano, Supt.

SUMMARY COVER SHEET FOR THE FOLLOWING STATEMENTS:

PREVIOUS BALANCE	FEES	EXPENSES	ADVANCES	PAYMENTS	BALANCE
254-003318 Re: Kathy Borrego					
0.00	975.85	0.00	0.00	0.00	\$975.85
254-003918 Re: Public Ed Dept (Notice of Contemplated Action)					
44.36	0.00	0.00	0.00	-44.36	\$0.00
<u>44.36</u>	<u>975.85</u>	<u>0.00</u>	<u>0.00</u>	<u>-44.36</u>	<u>\$975.85</u>

  
8/6/13

PLEASE MAKE CHECKS PAYABLE TO CUDDY & MCCARTHY.

Cuddy & McCarthy LLP  
Post Office Box 4160  
Santa Fe, New Mexico 87502-4160  
(505) 988-4476 Fax (505) 954-7373  
Federal ID #85-0293653

Jemez Mountain Public Schools  
Post Office Box 230  
Gallina NM 87017

Page: 1  
08/06/2013  
CLIENT NO: 254-003318M  
STATEMENT NO: 35

ATTN: M. Medrano, Supt.

Re: Kathy Borrego

		HOURS	
07/05/2013			
AW	Review file, email Steve French regarding upcoming settlement conference and discovery deadlines.	0.30	61.50
07/12/2013			
AW	Review emails from Steve French, Marc Bernstein and Chuck Vigil regarding scheduling mediation.	0.30	61.50
07/23/2013			
AW	Review expert witness reports and motion for partial summary judgment, email Steve regarding mediation.	1.00	205.00
07/25/2013			
AW	Review affidavit supporting motion, email Steve French regarding entering formal appearance.	0.50	102.50
07/26/2013			
AW	Email Chuck regarding scheduling mediation and changing mediator.	0.20	41.00
07/30/2013			
AW	Review discovery requests from ACG.	0.60	123.00
07/31/2013			
AW	Review emails from Steve regarding compiling discovery requests, email Manuel regarding same, review response to motion for partial summary judgment.	1.50	307.50
	FEES	4.40	902.00

FEES RECAP		HOURS	HOURLY RATE	TOTAL
ATTY/P.L.	Title			
Aaron Wolf	Partner	4.40	\$205.00	\$902.00
GROSS RECEIPTS TAX ON FEES				73.85
TOTAL CURRENT WORK				975.85

Jemez Mountain Public Schools

Re: Kathy Borrego

Page: 2  
08/06/2013  
CLIENT NO: 254-003318M  
STATEMENT NO: 35

BALANCE DUE

\$975.85 ✓

PLEASE MAKE CHECKS PAYABLE TO CUDDY & MCCARTHY.

Jemez Mountain School District #53  
P.O. BOX 230  
GALLINA, NM 87017 0230

SCHOOL WARRANT  
Jemez Mountain School  
District No. 53  
Gallina, NM 87017

Payable Through  
WELLS FARGO BANK, N.A.

WARRANT # 011091

11-24/1210

VOID AFTER 1 YEAR FROM DATE

1015

DATE
09/19/2013
CHECK AMOUNT
\$2,639.99

PAY \*\*\*Two Thousand Six Hundred Thirty Nine and 99/100\*\*\* Dollars

TO CUDDY & MCCARTHY, LLP  
THE 1701 OLD PECOS TRAIL  
ORDER PO BOX 4160  
OF SANTA FE, NM 87502

Randy Cordova  
Emily Vigil

⑈011091⑈ ⑆121000248⑆ 4123108227⑈

Jemez Mountain School District No. 53  
Account Payable

WARRANT # 011091

Jemez Mountain School District #53

GALLINA, NM 87017 0230

12654	CUDDY & MCCARTHY, LLP	1015	09/19/2013	0	11091
Vendor	Vendor Name	Voucher	Date	Account Number	Check Number

PO Number	Invoice	Amount
2014055	254-000218	110.89
2014055	254003318	2,529.10

*Q*

*[Signature]*

TOTAL:

\$2,639.99

**Purchase Order****Jemez Mountain School District #56****No. 2014055**

P.O. BOX 230

GALLINA NM 87002

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TAX EXEMPT #01-709702-009

P.O. Date: 07/17/2013

Questions ? Manuel Medrano (575) 638-5419

Ext:

Account: 0

P.O. Issued To :

Ship To:

CUDDY & MCCARTHY, LLP  
1701 OLD PECOS TRAIL  
PO BOX 4160  
SANTA FE NM 87502

JEMEZ MOUNTAIN SCHOOLS  
Attn: MANUEL MEDRANO  
P.O. BOX 230  
HWY. 96  
GALLINA NM 87017  
(575) 638-5491

Contact:

Location: BUSINESS OFFICE

Phone: (505) 988-4476

Fax: (505) 954-7373

Project: UNDEFINED

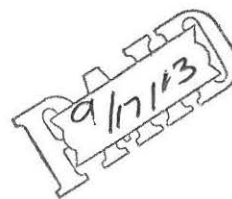
Req# 2014060

Reference:

Date Required: 08/01/2013

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	1			LEGAL SERVICES FOR 13/14	11000.2300.53413.0000.056000.0000 LEGAL	50,000.00	50,000.00	0.00	0.00



\$2.639.99

APPROVAL SIGNATURES:

Randy Cordova  
Emily Vigil

Sub-Total: 50,000.00

Freight: 0.00

Tax: 0.00

Total Amount: 50,000.00

NOTES:

TAX EXEMPT #01-709702-009

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Thursday, September 12, 2013

Page

1 of 1



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Federal ID #85-0293653

Jemez Mountain Public Schools  
Post Office Box 230  
Gallina NM 87017

CLIENT NO:

Page: 1  
09/05/2013  
254M

ATTN: M. Medrano, Supt.

SUMMARY COVER SHEET FOR THE FOLLOWING STATEMENTS:

PREVIOUS BALANCE	FEES	EXPENSES	ADVANCES	PAYMENTS	BALANCE
254-003318 Re: Kathy Borrego					
975.85	2,419.07	0.00	110.03	-975.85	<u>\$2,529.10</u> ✓



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SEP 10 2013

OFFICE OF SUPERINTENDENT  
JEMEZ MOUNTAIN SCHOOLS

PLEASE MAKE CHECKS PAYABLE TO CUDDY & MCCARTHY.

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Santa Fe, New Mexico 87502-4160  
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Federal ID #85-0293653

Jemez Mountain Public Schools  
Post Office Box 230  
Gallina NM 87017

Page: 1  
09/05/2013  
CLIENT NO: 254-003318M  
STATEMENT NO: 36

ATTN: M. Medrano, Supt.

Re: Kathy Borrego

			HOURS	
08/05/2013				
AW	Emails Steve regarding meeting with JMSD, conference Gina regarding researching archival files for references to Kathy Borrego.		0.50	102.50
08/06/2013				
AW	Conference Gina regarding search of all files for references to Kathy Borrego, review documents retrieved by Gina, review entire Borrego file to prepare for meeting with Steve French.		3.20	656.00
GMI	Review electronic files for any documents referencing Kathy Borrego, prior to the discovery of her embezzlement.		0.70	63.00
08/07/2013				
AW	Travel to Gallina, conference Steve French, Manuel Medrano regarding responding to discovery requests, trial strategy, return.		5.80	1,189.00
08/08/2013				
AW	Work on discovery production, analyze how to make case proceed.		0.50	102.50
08/14/2013				
AW	Emails counsel regarding scheduling settlement conference.		0.30	61.50
08/15/2013				
AW	Review letter from Madison's office regarding settlement conference.		0.30	61.50
	FEES		11.30	2,236.00

FEES RECAP				
ATTY/P.L.	Title	HOURS	HOURLY RATE	TOTAL
Aaron Wolf	Partner	10.60	\$205.00	\$2,173.00
Gina M. Imprescia	Paralegal	0.70	90.00	63.00
GROSS RECEIPTS TAX ON FEES				183.07

Jemez Mountain Public Schools

Page: 2  
09/05/2013  
CLIENT NO: 254-003318M  
STATEMENT NO: 36

Re: Kathy Borrego

Mileage Aaron J. Wolf to Gallina on 8/7/13.	101.70
TOTAL ADVANCES THRU 08/31/2013	101.70
GROSS RECEIPTS TAX ON ADVANCES	8.33

TOTAL CURRENT WORK	2,529.10
--------------------	----------

PREVIOUS BALANCE	\$975.85
------------------	----------

08/19/2013	Payment on account	-975.85
------------	--------------------	---------

BALANCE DUE	<u>\$2,529.10</u>
-------------	-------------------

PLEASE MAKE CHECKS PAYABLE TO CUDDY & MCCARTHY.

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Federal ID #85-0293653

Jemez Mountain Public Schools  
Post Office Box 230  
Gallina NM 87017  
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Page: 1  
09/10/2013  
CLIENT NO: 254M

ATTN: M. Medrano, Supt.

SUMMARY COVER SHEET FOR THE FOLLOWING STATEMENTS:

PREVIOUS BALANCE	FEES	EXPENSES	ADVANCES	PAYMENTS	BALANCE
254-000218 Re: General					
0.00	110.89	0.00	0.00	0.00	<u>\$110.89</u> ✓

*M. Medrano*  
*approved*

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Gallina NM 87017  
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Page: 1  
09/10/2013  
CLIENT NO: 254-000218M  
STATEMENT NO: 50

ATTN: M. Medrano, Supt.

Re: General

		HOURS	
08/26/2013			
AW	Email Manuel regarding Lybrook agreement, review and approve agreement.	0.50	102.50
	FEES	0.50	102.50
FEES RECAP			
ATTY/P.L.	Title	HOURS	HOURLY RATE
Aaron Wolf	Partner	0.50	\$205.00
			TOTAL
GROSS RECEIPTS TAX ON FEES			8.39
TOTAL CURRENT WORK			110.89
BALANCE DUE			<u>\$110.89</u>

PLEASE MAKE CHECKS PAYABLE TO CUDDY & MCCARTHY.

# Purchase Order

Jemez Mountain School District #56

No. 2014055

P.O. BOX 230

GALLINA NM 87002

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TAX EXEMPT #01-709702-009

P.O. Date: 07/17/2013

Questions ? Manuel Medrano (575) 638-5419

Ext:

Account: 0

P.O. Issued To :

Ship To:

CUDDY & MCCARTHY, LLP  
1701 OLD PECOS TRAIL  
PO BOX 4160  
SANTA FE NM 87502

JEMEZ MOUNTAIN SCHOOLS  
Attn: MANUEL MEDRANO  
P.O. BOX 230  
HWY. 96  
GALLINA NM 87017  
(575) 638-5491

Contact:

Location: BUSINESS OFFICE

Phone: (505) 988-4476

Fax: (505) 954-7373

Project: UNDEFINED

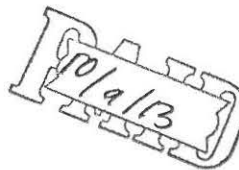
Req# 2014060

Reference:

Date Required: 08/01/2013

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	1			LEGAL SERVICES FOR 13/14	11000.2300.53413.0000.056000.0000 LEGAL	50,000.00	50,000.00	0.00	0.00



APPROVAL SIGNATURES:

*Randy Cordova*  
*Emily Vigil*

Sub-Total: 50,000.00

Freight: 0.00

Tax: 0.00

Total Amount: 50,000.00

*\$3,364.31*

NOTES:

TAX EXEMPT #01-709702-009

Order Via:

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Tuesday, October 08, 2013

Page

1 of 1

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Post Office Box 230  
Gallina NM 87017

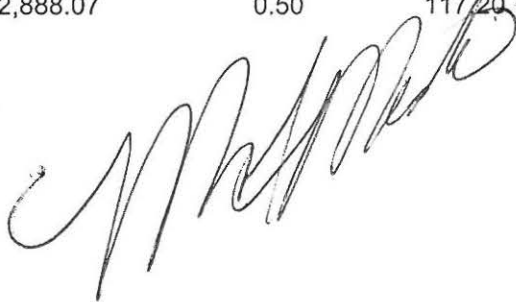
CLIENT NO:

Page: 1  
10/04/2013  
254M

ATTN: M. Medrano, Supt.

SUMMARY COVER SHEET FOR THE FOLLOWING STATEMENTS:

PREVIOUS BALANCE	FEES	EXPENSES	ADVANCES	PAYMENTS	BALANCE
254-003318 Re: Kathy Borrego					
2,529.10	1,885.17	0.00	84.17	-2,529.10	\$1,969.34
254-004018 Re: Susan Crespín Personal Injury					
0.00	1,002.90	0.50	33.03	0.00	\$1,036.43
<u>2,529.10</u>	<u>2,888.07</u>	<u>0.50</u>	<u>117.20</u>	<u>-2,529.10</u>	<u>\$3,005.77</u> ✓



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OCT 08 2013 *et.*

OFFICE OF SUPERINTENDENT  
JEMEZ MOUNTAIN SCHOOLS

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Jemez Mountain Public Schools  
 Post Office Box 230  
 Gallina NM 87017

Page: 1  
 10/04/2013  
 CLIENT NO: 254-003318M  
 STATEMENT NO: 37

ATTN: M. Medrano, Supt.

Re: Kathy Borrego

			HOURS	
09/17/2013	AW	Review letter from mediation, email Steve regarding scheduling conflict.	0.50	102.50
09/18/2013	AW	Review French's position letter, audit critique, response to motion for partial summary judgment.	0.50	102.50
09/25/2013	AW	Travel to Albuquerque, attend settlement conference, return to Santa Fe.	6.40	1,312.00
09/26/2013	AW	Telephone call to Steve and Manuel, review mediation letter.	0.60	123.00
09/27/2013	AW	Telephone call from Steve French regarding whether to agree to proposed settlement figure.	0.50	102.50
		FEES	8.50	1,742.50

FEES RECAP		HOURS	HOURLY RATE	TOTAL
ATTY/P.L.	Title			
Aaron Wolf	Partner	8.50	\$205.00	\$1,742.50
GROSS RECEIPTS TAX ON FEES				142.67

(136) Payment to Aaron J. Wolf for parking on 9/25/13.	10.00
Mileage Aaron J. Wolf to Albuquerque on 9/25/13.	67.80
TOTAL ADVANCES THRU 09/30/2013	77.80
GROSS RECEIPTS TAX ON ADVANCES	6.37
TOTAL CURRENT WORK	1,969.34
PREVIOUS BALANCE	\$2,529.10

Jemez Mountain Public Schools

Re: Kathy Borrego

Page: 2  
10/04/2013  
CLIENT NO: 254-003318M  
STATEMENT NO: 37

09/23/2013	Payment on account	-2,529.10
	BALANCE DUE	<u>\$1,969.34</u>

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 Federal ID #85-0293653

Jemez Mountain Public Schools  
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 Gallina NM 87017

Page: 1  
 10/04/2013  
 CLIENT NO: 254-004018M  
 STATEMENT NO: 1

ATTN: M. Medrano, Supt.

Re: Susan Crespin Personal Injury

			HOURS	
09/19/2013	JR	Research and analyze case law and uniform jury instruction regarding comparative fault in slip and fall case, assumption of risk and analyze potential affirmative defenses, and draft sixteen affirmative defenses. (3.8).	3.80	722.00
09/26/2013	AW	Draft answer to complaint.	1.00	205.00
		FEES	4.80	927.00

FEES RECAP

	Title	HOURS	HOURLY RATE	TOTAL
ATTY/P.L.	Partner	1.00	\$205.00	\$205.00
Aaron Wolf	Associate	3.80	190.00	722.00
Jun Roh				

GROSS RECEIPTS TAX ON FEES	75.90
----------------------------	-------

Postage and Overnight Delivery	0.46
TOTAL EXPENSES THRU 09/30/2013	0.46
GROSS RECEIPTS TAX ON EXPENSES	0.04

Payment to State of New Mexico for electronic court filing in the District Court on 9/4/13.	10.00
Payment to State of New Mexico for electronic court filing in the District Court on 9/26/13.	10.00
Computerized Legal Research performed on 9/19/13 by Jun Roh.	12.04
TOTAL ADVANCES THRU 09/30/2013	32.04
GROSS RECEIPTS TAX ON ADVANCES	0.99

TOTAL CURRENT WORK	1,036.43
--------------------	----------

BALANCE DUE	<u>\$1,036.43</u>
-------------	-------------------

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Gallina NM 87017  
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Page: 1  
10/07/2013  
CLIENT NO: 254M

ATTN: M. Medrano, Supt.

SUMMARY COVER SHEET FOR THE FOLLOWING STATEMENTS:

PREVIOUS BALANCE	FEES	EXPENSES	ADVANCES	PAYMENTS	BALANCE
254-000218 Re: General 110.89	354.86	3.68	0.00	-110.89	<u>\$358.54</u> ✓



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Jemez Mountain Public Schools  
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Gallina NM 87017  
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Page: 1  
10/07/2013  
CLIENT NO: 254-000218M  
STATEMENT NO: 51

ATTN: M. Medrano, Supt.

Re: General

			HOURS	
09/09/2013	AW	Review letter, email and complaint for personal injury.	0.50	102.50
09/10/2013	AW	Respond to request for representation on policy manual review and revision.	0.30	61.50
09/19/2013	RV	Prepare drafts of Sections I and II policies and prepare e-mail to Supt. Manuel Medrano regarding same (.8)	0.80	164.00
		FEES	1.60	328.00

FEES RECAP

	Title	HOURS	HOURLY RATE	TOTAL
ATTY/P.L.				
Aaron Wolf	Partner	0.80	\$205.00	\$164.00
Ramon Vigil	Partner	0.80	205.00	164.00

GROSS RECEIPTS TAX ON FEES 26.86

Copying charges 3.40

TOTAL EXPENSES THRU 09/30/2013 3.40

GROSS RECEIPTS TAX ON EXPENSES 0.28

TOTAL CURRENT WORK 358.54

PREVIOUS BALANCE \$110.89

09/23/2013 Payment on account -110.89

BALANCE DUE \$358.54

PLEASE MAKE CHECKS PAYABLE TO CUDDY & MCCARTHY.